

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

TAPESTRY, INC., a Maryland  
Corporation; COACH SERVICES, INC.,  
a Maryland Corporation; and COACH IP  
HOLDINGS LLC, a Delaware Limited  
Liability Company

Plaintiffs,

v.

CHUNMA USA, INC., a California  
Corporation; and DOES 1-10, inclusive,

Defendants.

Case No. 1:20-cv-00271-JMF

**STIPULATION TO PERMANENT  
INJUNCTION AND DISMISSAL OF  
ACTION WITH PREJUDICE**

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WITH PREJUDICE**





**Plaintiffs Tapestry, Inc., Coach Services, Inc., and Coach IP Holdings LLC** (collectively, “Coach” or “Plaintiffs”) having filed a Complaint in this action charging **Defendants Chunma USA, Inc.**(“Chunma” or “Defendant”)with Trademark Infringement and False Designations of Origin under the Lanham Act, as well as related claims under the common and statutory law of the state of New Yorkarising from Defendant’s allegedly illegal importation, distribution, offering for sale, and/or sale of products bearing allegedly infringingreproductions of the Coach Trademarks, including but not limited to the “Signature C” Mark (defined in the Complaint), exemplars of which are shown below(the “Accused Products”):

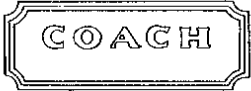

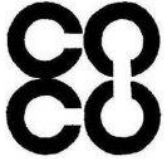
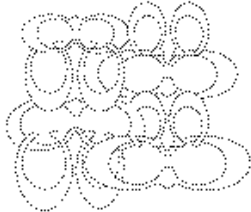


WHEREAS, the parties herein have simultaneously entered into a confidential Settlement Agreement and Mutual Release to fully resolve all of the claims in this action among the parties; and

WHEREAS, Defendant has agreed, and the parties HEREBY STIPULATE to the following terms:

1. Defendant and its agents, servants, employees are hereby permanently restrained and enjoined from using any of Plaintiffs' trademarks or marks identical and/or confusingly similar thereto to advertise, market, promote, display, and/or offer for sale products that do not in fact originate from Plaintiffs' brands. Plaintiffs' Trademarks include but are not limited to the following marks:

Mark	U.S. Registration No(s).	Registration Date
"COACH"	751, 493	06/25/1963
	1,071,000	08/09/1977
	2,088,706	08/19/1997
	3,157,972	10/17/2006
	3,413,536	04/15/2008
	3,251,315	06/12/2007
	3,441,671	06/03/2008
	2,252,847	06/15/1999
	2,534,429	01/29/2002

	1,309,779	12/18/1984
	2,045,676	03/18/1997
	2,169,808	06/30/1998
 “Signature C”Mark	2,592,963	07/09/2002
	2,626,565	09/24/2002
	2,822,318	03/16/2004
	2,832,589	04/13/2004
	2,822,629	03/16/2004
	3,695,290	10/13/2009
 Coach “Op Art” Mark	3,696,470	10/13/2009
	3,012,585	11/08/2005

2. Defendant and its agents, servants, employees are further permanently restrained and enjoined from using the “Signature C Mark”, and/or any marks confusingly similar thereto in connection with the manufacturing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, and/or sale of Defendant’s products, including but not limited to use of the “Signature C Mark”, or any marks confusingly similar thereto, in metatags, in keyword or other pay-per-click advertising, in any internet search engine advertising, in other Internet uses, or in any manner that suggests that its products, services, or activities originate from, are affiliated

with, are connected to, are associated with, or are sponsored, endorsed, or approved by Plaintiffs;

3. Defendant shall immediately and permanently cease the unauthorized manufacture, purchase, production, distribution, circulation, sale, offering for sale, importation, exportation, advertising, promotion, display, shipment, marketing or incorporation in advertising or marketing counterfeit products bearing marks identical and/or confusingly similar to the “Signature C” Mark”;

4. Defendant shall not knowingly deliver, hold for sale, return, transfer or otherwise move, store or dispose in any manner unauthorized products bearing marks identical, substantially indistinguishable, and/or confusingly similar to the Coach Trademarks, including but not limited to the “Signature C” Mark; and

5. Defendant shall not knowingly assist, aid or attempt to assist or aid any other person or entity in performing any of the prohibited activities referred to in Paragraphs 1 through 4 above.

WHEREAS the parties further stipulate to the following:

1. This Court has jurisdiction over the parties herein and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121, 1331, 1338, and 1367.
2. The execution of this Stipulation shall serve to bind and obligate the parties hereto.
3. Each party shall bear their own attorneys’ fees and costs associated with the present action.
4. The jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the enforcement of this Stipulation/Order as well as the parties’ confidential settlement agreement in connection with this action.

**IT IS SO ORDERED.**

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Honorable Jesse M. Furman  
United States District Court Judge

APPROVED FOR ENTRY:

***ChunmaUSA, Inc.***

***Tapestry, Inc., Coach Services, Inc., and  
Coach IP Holdings, LLC***

/s/ Heedong Chae

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***Counsels for Defendant***

Per Paragraph 4.B of the Court's Individual Rules and Practices for Civil Cases, the Court will not retain jurisdiction to enforce a settlement unless the parties make the settlement agreement part of the public record. In light of that, the Court does NOT retain jurisdiction pursuant to Paragraph 4 above unless, **within one week of this Order**, the parties publicly file the Stipulation of Settlement on ECF.

SO ORDERED.



August 20, 2021